

**PREMIER OUTDOOR ENVIRONMENTS, INC.
TERMS, CONDITIONS, AND LIMITED WARRANTY**

PROPOSALS AND ESTIMATES. Premier Outdoor Environments (“POE”) may undertake to provide written and/or graphically designed or rendered materials (“Designs”) to Customer. Such Designs may be provided either as a stand-alone service at a fixed hourly rate disclosed in advance to Customer, or else to accompany a proposal or estimate provided to Customer, at POE’s sole discretion. Designs may include, but are not limited to: screenshots, video walkthroughs, 3D renderings, plan view designs, color rendered designs, photographic exemplars, or drawn graphics. Designs separately paid for by Customer or provided in connection with a contracted project shall become the property of Customer at the time of final payment; Designs not thus paid for shall remain the property of POE. POE shall retain at all times a non-exclusive license to use photography, videography, and other elements of Designs for POE’s legitimate business purposes including but not limited to marketing and advertising. Designs are for conceptual purposes only, and may not be drawn to scale with Customer’s property dimensions. Colors, textures, shapes, and dimensions are subject to change based on real-world conditions and materials, and Designs may vary from the finished product in construction and installation details. For any proposal or estimate, POE may use a budgeted number or placeholder (“Allowance”) to indicate a quantity of time and materials work (“T&M”) dependent on the final work conditions. In particular, all Electrical, Gas Line, and Plumbing work (performed either by POE staff or subcontractors) shall be noted by an Allowance, and the final T&M amount on the final invoice may differ from the Allowance. T&M work is billed based on the final as-built scope of work, including any changes made during project construction.

AUTHORIZATION OF WORK. POE will only perform work that is authorized by Customer. Customer authorization may be written or unwritten, and may occur via email, text message, verbal instruction, course of conduct, or Customer signature (“Authorization”). Such Authorization shall constitute a binding contract between Customer and POE for POE to perform work in accordance with POE’s terms and conditions current at the time of Authorization. The details of these terms and conditions can be changed at POE’s discretion with or without notice to Customer; however, any such changes shall apply only prospectively to work authorized after the change.

WORK INCLUSIONS AND EXCLUSIONS. For any Design, proposal, or estimate, all paint, stain, and finishing work is excluded from the total for any structures or elements described therein or in the Design, unless a separate line item or Allowance is included charging for such items. For any Design, proposal, or estimate involving lighting fixtures, the number of such fixtures is an estimate only, and may increase or decrease based on site conditions, such that final charges will be invoiced based on the actual quantity. For any Design, proposal, or estimate, all furniture, appliances, accessories, or other non-structural elements shown or described are excluded, unless a separate line item or Allowance is included charging for such items. All service calls by Customer requiring an on-site visit by POE shall be separately billed at \$150 per site visit, plus T&M charges for all work except work explicitly covered by POE’s limited warranty as stated herein. POE’s services exclude picking up toys, hoses, animal debris, or other items absent separate arrangements to perform such services at an additional fee.

WORK SUBSTITUTIONS. When Authorized work (“Work”) is portrayed or described in a Design, proposal, or estimate, POE will use good faith efforts to implement the Work in the context of Customer’s physical site. Changes that materially and substantially alter the general appearance or price of Work will be brought to Customer’s attention prior to being changed or altered; all other changes may be made at the discretion of POE without prior Customer notification. Customer agrees that field measurements used for actual installation and construction shall control over Design, proposal, or estimate dimensions or measurements for installation and invoicing. If field measurements during on-site installation call for additional material, installation, or construction (including but not limited to steps, retaining walls, base, concrete, soil, fill, PVC drainage pipe, or mulch), POE will bill those items T&M on the final invoice. For Work involving plantings, POE at its discretion may make necessary substitutions on all plant material based on vendor availability.

CHANGE ORDERS. Customer may request changes to Work, including but not limited to extending, adding, enlarging, or modifying the Design, proposal, estimate, or previously authorized Work (“Change Request”). Change Requests may be made by any method sufficient for Customer Authorization, and upon acceptance and implementation by POE, shall constitute Authorization to add the Change Request to the Work, and a commitment by Customer to pay POE for the same. Upon receiving a Change Request, POE may, in its sole discretion, either require a signed written change order, or may accept a verbal change order (either, a “Change Order”), and will invoice Change Orders based on applicable unit pricing or T&M. POE may, in its sole discretion, require payment in advance for Change Requests calling for additional material, products, or labor prior to POE accepting and implementing the Change Order.

BILLING AND INVOICES. POE shall issue a final invoice for all Work upon completion. POE may also at any time issue invoices for partially completed Work based on the percentage of progress on the Work including the value of materials on site. For Work which cannot be fully completed during the current season due to weather or product and material availability, POE shall issue an invoice based on actual completion of discrete line items and materials delivered, or percentage of overall progress of the Work. For all Work which remains incomplete and yet to be performed following the current season, POE retains the right to invoice and/or hold a deposit equal to or greater than 50% of the remaining Work.

PAYMENT TERMS. Customer agrees to pay all invoices within ten (10) days of receipt. If Customer fails to dispute an invoice within five (5) days of receiving invoice by providing notice to POE in writing of the dispute, Customer waives any such dispute. A \$30 late payment fee and a 1.5% finance charge will be applied to the Customer’s account for each month payment is late. Customer shall make all checks payable to: Premier Outdoor Environments, Inc. All Work that calls for Design, installation, or construction shall require a **non-refundable deposit** at the time of Authorization. Each non-refundable deposit is given in consideration of POE’s undertaking planning, preparation, design, and acquisition services for a given project, and the parties agree that in the absence of specific proof of damages exceeding the deposit, the deposit represents a good-faith estimate of the measure of damages in the event of cancellation by Customer. For multi-stage projects, POE may require multiple non-refundable deposits. The balance of all non-deposited charges for each stage of a project shall be due following Customer’s receipt of POE’s invoice for completion of the applicable project stage.

CANCELLATION POLICY. Either party Customer or POE must give 30 days’ written notification to discontinue services. POE reserves the right to discontinue service and/or to suspend Customer’s Services due to overdue balances. **All deposits/retainers are non-refundable.** Contract balance will be due in full, plus any additional balance on the account along with any rendered services or additional work performed.

WORK SEASON. Weather permitting, the work season generally begins in late March/early April and will end the last week in November. All Lawn & Landscape Maintenance agreements will continue to be in effect, and shall renew year-to-year, with a 2% increase annually, unless Customer cancels by providing written notice to POE prior to March 1st by email or mail.

SCHEDULED SERVICE DAY. (NOTE: ONLY applies to weekly lawn customers). Upon Customer’s Authorization, POE will assign a regularly scheduled weekly service day for the season. Should inclement weather or holidays fall on your day, POE will come the next feasible day and return to regular schedule the next week.

LIMITED WARRANTIES. POE warrants that all plants are of high quality and of size and grades specified. All are grown under good and accepted nursery practices and are inspected pursuant to

government requirements for freedom from diseases and insect pests. Landscape Sales: IF, AND ONLY IF, POE PURCHASES AND INSTALLS THE PLANT, then POE agrees to pay 50% of the materials cost only of trees, shrubs, or evergreens that do not survive one year after date of installation, maximum one replacement per plant. Customer remains liable for labor for any replacement installation work and the remaining 50% of the materials cost and any delivery charges. Replacement will be made with plants of the same size and quality as originally installed, provided they have been cared for properly. If stock is depleted of the same kind and size that has died, we will credit the purchaser an alternative plant selection of the same value. NO WARRANTY is made as to the productivity or growth of grass, native seeded or sodded lawns, or turf. NO WARRANTY is made for roses, perennials, annuals or for plant material in planter containers. Transplanting: No Warranty is given for transplanting. The above warranty is void if: (1) The plants are not cared for properly or POE’s instructions for care are not followed; (2) Work performed was not paid for within 30 days after invoice or installment payments have not been arranged prior to the invoice; (3) Losses are not reported within one year after plant(s) have been installed; (4) Area-wide loss due to unforeseen disease, epidemic, or environmental catastrophe; or (5) Plants are damaged due to vandalism, motor vehicles, drought, flood, excess rain fall, snow, ice, salt, wind storms, untimely freeze, extreme cold or hot temperatures, animals, pets, fertilizer/chemicals or any other type of mechanical or chemical injury while in possessions of purchaser. Hard Good Warranties: All brick, paver, flagstone, bluestone, masonry and construction work is warranted for one year from date of installation that workmanship shall be free of material defects that result in damage to said materials; however this warranty is limited to the cost of replacement materials and excludes replacement labor. POE offers no warranty on any natural stone products, all concrete work, granite, marble, and quartzite. Polymeric sand, jointing sand, mortar joints, all types of sealer, grout and caulk is considered a wearable material/item and subject to weather elements and is not covered under this warranty. Unilock provides a lifetime guarantee on the structural integrity of its paving stone to the original purchaser of the product for residential use, which POE shall transfer as necessary to Customer. In the event of warranty replacement for materials failures, color matching is not guaranteed. Customer remains liable for labor for any replacement installation work due to materials failures. Proof of purchase required. POE offers no warranty on mechanical or electronic components including but not limited to appliances, fixtures, landscape lighting, transformers or water feature equipment, but will transfer to Customer any warranty offered by manufacturer. Drainage Work Warranty: No warranty or guarantee given on labor or materials. All of the above limited warranties are given to the Customer originally supplied with plants/hardscapes and services, and are not transferable. For all nursery stock sold by POE, we give no warranty expressed or implied as to description, quality of growth, or productiveness. POE assumes no responsibility for accuracy of land surveys, grade changes, or settling of backfills or soil around plants or structures. All Warranty claimants must present a copy of the signed agreement and paid invoice.

PERMITS. Customer shall obtain and pay for any required permits and associated engineering or surveying work. If Customer chooses not to obtain the necessary permits or surveying or engineering work, Customer will be responsible to pay POE for lost time and any fees, fines, or tickets that POE may incur. POE can apply and obtain all required permits for a fee of \$150.00 plus permit costs, plus any associated architectural, engineering, surveying, and printing costs.

GENERAL. All plants, hard goods, or other products that POE has paid for or installed shall remain property of POE until the final invoice for said Work is paid in full. POE retains the right to remove materials or products from Customer’s property at any time if invoices are unpaid past 30 days. POE will obtain a JULIE dig number prior to starting any work on site. This requires minimum 72 hours or three business days for the utilities to review and mark the site. It is Customer’s sole responsibility to locate and mark all other underground utilities apart from JULIE (e.g. irrigation/drainage lines, secondary electrical lines, branch gas lines and any other services installed by owner or tenants). POE will make best efforts to avoid damage to underground utilities; however POE shall not be responsible for the cost of repairs to any damaged underground utilities regardless of marking by Customer or utility company. POE will not be responsible for work delays caused by any acts of God, labor disturbances, accidents, fire, delay in transportation, weather, natural disaster, pandemic, epidemic or other conditions or causes of delay which are beyond our control. POE does not warrant any work or estimates for underground work which encounters any hidden obstructions discovered by POE at time of planting, installing, or excavating (e.g. concrete, asphalt, heavy clay, tree root or stumps, underground pipes or the replacement of old or inadequate underground pipes, wires or infrastructure). In the event such obstructions are encountered, Customer agrees to be responsible for additional charges incurred by POE to complete the agreed-upon Work, and the parties agree to revise any estimates or invoices accordingly; or if such obstructions will materially change the cost of the Work, Customer may terminate Authorization for the Work, and shall pay POE for its services performed through the date of such termination, including all materials, costs, expenses, rentals, or other preparations undertaken by POE in expectation of the Work.

POE will present a certificate of insurance if requested by Customer. In the event of a breach of this Agreement, the prevailing party shall be entitled to recover all reasonable attorney’s fees, expenses, and costs incurred to enforce this Agreement. Jurisdiction and venue shall be proper in the Illinois state court for DuPage County, Illinois.

INDEMNIFICATION AND LIMITATION OF LIABILITY. Should Customer’s existing plantings and/or property be damaged by POE, POE will undertake good faith efforts to repair or replace such damaged plantings and/or property. POE shall not be liable for any damage due to fertilizing, drought or failure to water, weather or other Acts of God. All Customer vehicles must be at least 10 feet from any work area, or POE will not be responsible for any damages caused to said vehicles by POE’s work. POE will be given an opportunity to repair or arrange for repair of any such damage to the Customer’s reasonable satisfaction. Reports of property damage by POE employees must be brought to the attention of POE within forty-eight (48) hours after the occurrence and Customer agrees to make any reports relating to such damage (including but not limited to insurance claims and correspondence) available to POE. Each party agrees to indemnify, hold harmless and defend the other party from or against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs, and expenses (including attorney’s fees) arising out of their acts or omissions (or the acts of their agents or employees) regarding the other’s performance under the terms of this Contract, except that in no event shall POE be liable (whether in tort, contract, strict liability or otherwise) to Customer or Customer’s insurers or any third party for any incidental, special, third-party beneficial, punitive, indirect, or consequential damage of any kind or for any other lost, delayed or diminished profits or opportunities of Customer, any tenant or subtenant, occupant or guest of Customer’s Premises resulting from POE’s performance of or failure to perform any obligation under this Contract. POE’s liability relating in any way to its Work is expressly limited to the total amount of payment it receives for the services authorized herein, allocable to the specific installment or item of alleged improper Work. Customer agrees to hold harmless, defend and indemnify POE against any loss or claim by any person relating to the condition of Customer’s premises. POE does NOT warrant or represent that its Services will fully control or eliminate weeds, or noxious organisms. POE is not responsible for any amplification or proliferation of weeds, fungus, grubs, or like agronomical incident, nor for any health impact of chemical fertilizers.